



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Stephens Kendall (Dept) Community Services - 5220  
 Last First  
 (Title) Community Development Ambassador (Phone) 352-671-8659  
 Signature Kendall Hirst Date Tuesday, October 22, 2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document  Review & Comment  RESUBMIT LRM No. \_\_\_\_\_  
 Approve as to Form  Other

### Description of Request

Please review and approve the Interlocal Agreement to Monitor and Review the Expenditure of Opioid Settlement Funds. This document was drafted by Tom Schwartz. The Hospital District reviewed and provided edits that were approved by Tom and Dana Olesky. We have received approval to add this to the board agenda later than then deadline.

For more information or discussion, contact:  Same as above  
 (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_  
 Last First

Agenda Item?  Yes  No Agenda Date: Tuesday, November 5, 2024  
 Agenda Deadline Date for Legal: Friday, October 4, 2024 Agenda Deadline Date for Admin: Thursday, October 17, 2024

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-933

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Thomas Schwartz, Asst. County Attorney  Valdoston Shealey, Asst. County Attorney

Outcome:  Approved as to form and legal sufficiency  
 Approved with revisions:  Suggested  Completed  
 Other: \_\_\_\_\_

Date Received:

\_\_\_\_\_  
 \_\_\_\_\_

**RECEIVED**  
 By Lori.Zirkle at 10:57 am, Oct 22, 2024

Attorney Signature: Thomas Schwartz Date 10/22/24

Staff Signature: Lori Zirkle Date: 10/22/24 Returned:  Department  Admin  \_\_\_\_\_  
 Completed

**INTERLOCAL AGREEMENT TO MONITOR AND REVIEW  
THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 5 day of November, 2024 by and between MARION COUNTY, a political subdivision of the State of Florida (“COUNTY”), and Marion County Hospital District, a public entity and dependent special district created pursuant to Chapter 2008-273 Laws of Florida 2008 as Amended, Florida Statutes (“MCHD”) (each singularly referred to as “Party”, collectively as “Parties”).

**WHEREAS**, COUNTY is a “Qualified County” under the Florida Plan (pursuant to the Florida Memorandum of Understanding approved by the COUNTY and the City of Ocala) for the expenditure of Regional Opioid Settlement Funds to abate and alleviate the damage caused by Pharmaceutical Supply Chain Participants; and

**WHEREAS**, pursuant to the Florida Plan and the Amended Interlocal Agreement between the COUNTY and the City of Ocala, a Joint Opioid Settlement Fund Administration Committee (the “Committee”) was established to review the Comprehensive Community Action Plan (created by the Marion County Heroin Opioid Taskforce) and develop recommendations for the Marion County Opioid Abatement Plan (the “Abatement Plan”), then make recommendations for the expenditure of the Regional Opioid Settlement Funds; and

**WHEREAS**, COUNTY has received the Regional funds for the abatement of opioid use pursuant to the Florida Plan; has approved the Abatement Plan and the Committee’s Abatement Plan’s Priority List of expenditures; and

**WHEREAS**, COUNTY wishes to coordinate with MCHD to: 1) monitor and review the programs and services of Beneficiaries of the Regional Opioid Settlement Funds’ initial and future Abatement Plan Priority List distributions, in order to determine the outcome of expenditures on Beneficiary programs and services and thereby hold Beneficiaries accountable and provide annual reports to the Committee and COUNTY as to the effectiveness of abatement programming; 2) invite potential Beneficiary organizations

with the greatest capacity for programming and services based on the Committee's future approved priorities list and the Abatement Plan; and 3) review and rank the applications of potential future Beneficiary organizations for presentation to and selection by the Committee as recommendations for approval or denial to the COUNTY for COUNTY's review and final approval; and

**WHEREAS**, COUNTY and MCHD enter this Interlocal Agreement pursuant to their authority and Section 163.01, Florida Statutes.

**NOW, THEREFORE**, for and in consideration of the mutual terms, covenants, and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. **RECITALS.**

The Parties hereby represent, warrant and agree that the above Recitals are true and correct and are incorporated herein by reference.

2. **DISBURSEMENT AGENT TO BENEFICIARY ORGANIZATIONS.**

COUNTY, in coordination with MCHD, shall serve as the Disbursement Agent and be responsible for the distribution of Regional Opioid Settlement funds, on a quarterly basis, to designated grant Beneficiaries under the initial and future Abatement Plan Priority List.

3. **DISTRIBUTIONS MONITORING AND REVIEW PROCESS.**

MCHD, in coordination with COUNTY, shall: 1) monitor and informally audit grant distributions by establishing performance metrics, data review and gap / overlap / trends analysis, to measure, review, evaluate and make corrective action recommendations respecting the programs and services of grant Beneficiaries of the Regional Opioid Settlement Funds' initial and future Abatement Plan Priority List distributions, in order to determine the outcome of expenditures on Beneficiary programs and services to hold Beneficiaries accountable as to the effectiveness of abatement programming; 2) invite potential Beneficiary organizations with the greatest capacity for programming and services based on the Committee's future approved priorities list and the Abatement Plan; and 3) review and rank the applications of potential future grant Beneficiary organizations for presentation to and selection by the Committee as

recommendations for approval or denial to the COUNTY for COUNTY's review and final approval, all as more fully set forth on Exhibit A, attached hereto and made a part hereof.

4. **REPORTING REQUIREMENTS AND PUBLIC RECORDS.**

MCHD shall provide quarterly reports to the COUNTY and an annual report to the Committee and COUNTY respecting its distributions monitoring and review process. The reports shall contain information on how monies were spent during each quarter and the previous fiscal year pursuant to Exhibit A. This Agreement shall be subject to Florida public records laws as provided in Chapter 119, Florida Statutes.

5. **ADMINISTRATIVE FEE AND NON-APPROPRIATION.**

Prior to each fiscal year, COUNTY shall provide the annual Abatement Plan Priority List to MCHD together with estimated distributions anticipated to be made in connection with each item set forth thereon. MCHD shall be entitled to reimbursement from COUNTY equal to the actual costs incurred performing services pursuant to this Agreement. MCHD shall deliver invoices to COUNTY setting forth work performed during the period referenced therein, the Abatement Plan Priority List item associated with each entry, and costs incurred in connection with such work. Within thirty (30) days of COUNTY's receipt of an invoice and upon COUNTY's review and approval, which shall not be unreasonably withheld, COUNTY shall tender payment in full to MCHD. Notwithstanding the foregoing, MCHD's right to reimbursement shall not exceed five percent (5%) of the actual distributions made to a subrecipient in connection with the associated Abatement Plan Priority List item.

It is understood that COUNTY's receipt of the Regional funds for the abatement of opioid use pursuant to the Florida Plan and the COUNTY's funding obligations thereunder are limited to an obligation in any given fiscal year to budget and appropriate from Opioid Settlement Funds annually which are designated for regional use pursuant to the terms of the Florida Plan. No liability shall be incurred by either party beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by COUNTY for any or all of this Agreement for a new fiscal period, COUNTY is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. COUNTY shall promptly notify MCHD in writing of any subsequent non-appropriation.

6. **TERM AND RENEWAL OF INTERLOCAL AGREEMENT.**

The term of this Interlocal Agreement shall begin on \_\_\_\_\_, 2024, and end on \_\_\_\_\_ . Before this Interlocal Agreement expires, the COUNTY, and Committee shall review the terms and conditions to discuss amendment or renewal.

7. **TERMINATION.**

Either party may terminate this Agreement by providing written notice of intent to terminate to the other party at least ninety (90) days prior to the end of the then current fiscal year; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination. The effective date of any termination shall be the end of the then-current fiscal year, unless both parties agree to an alternative date of termination.

8. **INDEMNIFICATION.**

COUNTY and MCHD shall be responsible for their respective employees' acts of negligence when such employees are acting with the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of Section 768.28, Florida Statutes, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of the Agreement.

9. **SEVERABILITY.**

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

10. **AMENDMENT OF AGREEMENT.**

This Agreement may only be amended in writing, upon the express approval of the governing bodies of the Parties.

11. **AGREEMENT EXECUTION; COUNTERPARTS.**

This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts,

each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

12. **GOVERNING LAW.** The laws of the State of Florida shall govern this Agreement.

13. **NOTICES.**

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the Parties at the addresses specified on the Party's signature page to this Agreement.

14. **ENTIRETY, CONSTRUCTION OF AGREEMENT.**

This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the Parties. The Exhibits are attached and incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any Party as if they were the drafter of this Agreement. Each Party warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind that Party. All conditions and assurances required by this Agreement are binding on the Parties and their authorized successors in interest.

**INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

**MARION COUNTY**

601 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471

By: Michelle Stone  
Michelle Stone, Chairman

Attest: Gregory C. Harrell  
Gregory C. Harrell  
Marion County Clerk of the Circuit Court

Approved as to form and legality:

For: Matthew G. Minter  
Matthew G. Minter  
County Attorney

**MARION COUNTY HOSPITAL DISTRICT**

2547 East Silver Springs Blvd.  
Ocala, FL 34470

By: Curt Bromund  
Curt Bromund, Chief Executive Officer

Attest:

By: Debra Velez

Print Name / Title Debra Velez, Chief Operating Officer

## EXHIBIT "A"

### **MCHD OPIOID ABATEMENT GRANT PROCESS**

- 1) In conjunction with Community Services, MCHD will conduct an informational session on the Opioid Abatement fund and process.
- 2) There will be a link to fill out an application that will be inputted into Mindshare.
- 3) Application will include narrative, budget, insurance information, business documents, background screening requirements, and policies and procedures.
- 4) Projects approved/denied will be presented by MCHD to the Joint Opioid Settlement Fund Administration Committee and Marion County.

### **MONITORING and GRANT REPORTING**

- 1) Each Beneficiary / grantee will be monitored through MCHD's regular processes.
- 2) Each Beneficiary will be entered into Mindshare.
- 3) MCHD will create agreed data collection points and a scorecard for each Abatement Plan Priority List program.
- 4) Monitoring every phase of the Abatement Plan Priority List project.
- 5) Monitoring each funding stream for the Abatement Plan Priority List project.
- 6) Contracted CPA firm will also ensure the funding for each Abatement Plan Priority List project is managed appropriately.
- 7) Regular site visits to each Beneficiary of Abatement Plan Priority List distributions.
- 8) MCHD shall attend and present its monitoring and performance review findings on a quarterly basis to the Regional Opioid Settlement Committee.